

EXHIBIT A

RUBIN, KAPLAN & ASSOCIATES
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
200 CENTENNIAL AVENUE
SUITE 110
PISCATAWAY, NJ 08854-3950

(732) 463-7511
FAX: (732) 463-7648
E-MAIL: attys@rkalaw.com
WEBSITE: www.rkalaw.com

July 19, 2019

Via Email

Mark S. Kaufman, Esq.
Kaufman & Kahn LLP
708 Third Avenue, 19th Floor
New York, New York 10017

Re: Vision Industries v. ACU Plasmold
Case No.: 2:18-cv-06296-ES-CLW

Dear Mr. Kaufman:

Please accept this letter as an amendment to Plaintiff's answers to interrogatories.

Plaintiff amends its answer to interrogatory number 15 of Defendant's First Set of Interrogatories to Plaintiff to include the following:

15. Defendant's breach of the agreement includes selling its products to customers in the United States other than IWC. The Distribution Agreement states:

1.3 "Products." The products which are the subject of this Agreement are Window (primarily Casement) Hardware and Door Hardware, and other materials provided by Supplier for distribution and use in combination with such door and window (primarily casement) hardware

1.4 "Territory." The United States (excluding customer IWC in California)

Among the customers that Plaintiff is aware of to date are [REDACTED]. Plaintiff is entitled to the gross profit on those transactions. Plaintiff also has documents showing shipments of products to ACU Hardware USA, Inc. in quantities that appear to be more than for only IWC. To the extent those shipments of products were not for IWC, the gross profit on the sale of any and all products by ACU Hardware USA, Inc., ACU Plasmold and ACU Plasmold's factory/manufacturer, other than to IWC, belongs to Plaintiff and form part of its damage claim against Defendant. There may be other damages as plaintiff does not at this time have all records from Defendant, its factory or related company, ACU Hardware USA, Inc. as there may be more sales in the U.S. Plaintiff is entitled to the gross profit on all sales of Defendant's products in the U.S. other than to IWC. Plaintiff is unable to specify the amount of damages from this breach of the agreement as that information is solely in the possession and control of Defendant.

Very truly yours,

Evelyn Donegan
EVELYN A. DONEGAN

EAD/

cc: Matthew F. Gately, Esq., via email